		(ORDER FO	OR SUPPI	LIES OR S	ERVIC	ES			P A	AGE 1 OF 11
I.CONTRACT/PURC AGREEMENTNO. N66001-16-D-003			. DELIVERY ORD	ER/CALL NO.	3. DATE OF ORI (YYYYMMMD) 2016 Apr 13))	1. REQ./P	URCH.REQUES	ΓNO.	5. P R l	ORITY
5. ISSUED BY SPAWAR SYSTEMS SHARLA VAN BRAI SHARLA.VANBRAM 53560 HULL ST SAN DIEGO CA 92	MER CO MER@NA	DE 22410 AVY.MIL	E N66001	D C M 2000	DMINIST ERED A SOUTHERN VI ENTERPRISE PA PTON VA 23666	RGINIA)	S5111A		ELIVERY FOB M DESTINATION OTHER e Schedule if other)
	INC. #9288591 BRARY \$	49 ST STE 1000	3 022Q2		FACILITY [SEE	ELIVER TO FOB YYYYMMMDD) SCHEDULE SCOUNT TERMS	POINT BY ((Date) 11. M	ARK IF BUSINESS IS SMALL SMALL SMALL DISADVANTAGED WOMEN-OWNED
								1AIL INVOICE Item 15	STO TH	E ADDRESS	IN BLOCK
14. SHIP TO SPAWAR SYSTEMS RECEIVING OFFIC 4297 PACIFIC HW' SAN DIEGO CA 92	CER Y, BLDG	ER	N69255	DFAS DFAS P.O.	AYMENT WIL S COLUMBUS CE S-CO/SOUTH EN BOX 182264 JMBUS OH 43218	NTER TITLEMENT (CODE HQ033	8	PA PA IDI N	MARK ALL CKAGES AND APERS WITH ENTIFICATION UMBERS IN OCKS 1 AND 2.
16. DELIVE CALL	ERY/ X	This delivery	order/call is issued	on another Gove	ernment agency or i	n accordance v	with and s	ubject to terms and	d conditions	ofabove numbe	ered contract.
OF ORDER PURCHA	A SE	Reference you Furnish the fo	r quote dated llowing on terms s	pecified herein. F	REF:						
NAME OF C	marked	ORDER AS AND CONI ACT OR , supplier must		VIOUSLY HAY ORTH, AND SIGNATU e and return th	VE BEEN OR IS AGREES TO P RE	S NOW MO ERFORM T	DIFIED THE SAM	, SUBJECT TO	ALL OF	THE TERMS	DATE SIGNED (YYYYMMMDD)
See Schedul	le										
18. ITEM NO.		19. SCHE	DULE OF SUP	PLIES/ SERV	ICES		ANT IT Y DERED/ SEPTED	21. UNIT	22. UNIT	PRICE	23. AMOUNT
			SEE SCH	EDULE							
* If quantity accepted quantity ordered, indi	icate by X	. If different, ente	ractual EMAIL: j					(b)(6)		25. TOTAL 26.	\$300,330.12
quantity accepted belo 27a. QUANTITY INSPECTED	IN COI					CONTRA	ACTING /	ORDERING OFFI	CER	DIFFERENCES	
b. SIGNATURE C	OF AUT	HORIZED GOV	VERNMENT RI	EPRESENT A	ΓIVE	c. DATE	MDD)	d. PRINTED : Governmen			F AUT HORIZED E
e. MAILING ADI	DRESS	OF AUTHORIZ	ED GOVERNM	ENT REPRE	SENT AT IVE	28. SHIP N	О.	29. DO VOUC		30. INITIALS	
f. TELEPHONE	NUMBI	ER g. E-MA	IL ADDRESS			PAR' FINA		32. PAID BY		33. AMOUN CORRECT F	T VERIFIED OR
36. I certify this a. DATE b.			and proper fo		CER	31. PAYM				34. CHECK	NUMBER
(YYYYMMMDD)	BIUNA	I OKE AND II	LE OF CERT	I I ING OFFI	CEK	PAR'				35. BILL OF	LADING NO.
37. RECEIVED AT	Т	38. RECEIVED	ВУ	39. DATE (40.TOTAL CONTA		41. S/R ACCO	UNT NO.	42. S/R VOU	JCHER NO.

\$0.00

Section B - Supplies or Services and Prices

ITEM NO 0001	SUPPLIES/SERVICES	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT (b)(4)		
	Production Mgt and Fabrication Services CPFF						
	The contractor shall provide engineering and technical support for Space and Naval Warfare (SPAWAR Systems Center Pacific (SSCPAC) Code 4125 for:						
	Automated Digital Network System (ADNS) Increment III (INC III) Service Pack 3 (SP3) AN/USQ-144A(V)9 Small Form Factor (SFF) for (b)(7)(e)(f)						
	This is a Performance Based Service Acquisition, NON-SEVERABLE – COMPLETION type task order.						
	Labor Hours are(b)(4)Labo FOB: Destination PURCHASE REQUEST N		,	ractors combined)			
			ESTIM	ATED COST FIXED FEE	(b)(4) (b)(4)		
			TOTAL EST	COST + FEE	(b)(4)		
	ACRN AA CIN: 130054666000001				(b)(4)		
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT		
0002		1	Lot	OWITIMEL	NSP		
	NSP CDRL in Support of CPFF						
	Contract Data Requirement FOB: Destination PURCHASE REQUEST N	, ,	46660				
			ESTIM	ATED COST	\$0.00		
				FIXED FEE	\$0.00		

TOTAL EST COST + FEE

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT					
0003		1	Lot		(b)(4)					
	Material									
	CPFF									
	Material and ODC in support of the Performance Work Statement.									
	FOB: Destination									
	PURCHASE REQUEST	NUMBER: 130054	46660							
			ESTIM	ATED COST	(b)(4)					
				FIXED FEE	(b)(4)					

TOTAL EST COST + FEE

ACRN AA
CIN: 130054666000002

(b)(4)
(b)(4)

EXEMPTION FROM ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY REQUIREMENTS (JUN 2001)

(a) The Government has determined that the following exemption(s) to the Electronic and Information Technology (EIT) Accessibility Standards (36 C.F.R. § 1194) are applicable to this procurement:
X The EIT to be provided under this contract has been designated as a National Security System. The EIT acquired by the contractor is incidental to this contract.
The EIT to be provided under this contract would require a fundamental alteration in the nature of the
product or its components in order to comply with the EIT Accessibility Standards.
The EIT to be provided under this contract will be located in spaces frequented only by service
personnel for maintenance, repair, or occasional monitoring of equipment.
Compliance with the EIT Accessibility Standards would impose an undue burden on the agency.
The EIT to be provided under this contract is purchased in accordance with FAR Subpart 13.2 prior to
January 1, 2003.
(b) Notwithstanding that an exemption exists, the Contractor may furnish supplies or services provided under this contract that comply with the EIT Accessibility Standards (36 C.F.R. § 1194).

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
0001	POP 13-APR-2016 TO 12-APR-2017	N/A	SPAWAR SYSTEMS CENTER RECEIVING OFFICER 4297 PACIFIC HWY, BLDG OT7 SAN DIEGO CA 92110 (619) 524-2271 FOB: Destination	N69255
0002	POP 13-APR-2016 TO 12-APR-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N69255
0003	POP 13-APR-2016 TO 12-APR-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N69255

ACCOUNTING AND APPROPRIATION DATA

AA: 5716183080 176 53018 4 6015HA J3 006377 135999F50300 0CSN715198FSR055917PS 503000

AMOUNT: \$300,330.12

CIN 130054666000001: (b)(4) CIN 130054666000002: (b)(4)

CLAUSES INCORPORATED BY FULL TEXT

ENTERPRISE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Space and Naval Warfare Systems Command (SPAWAR) via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address https://doncmra.nmci.navy.mil.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at http://www.ecmra.mil/.

For purposes of ECMRA reporting, the Federal Supply Code / Product Service Code applicable to this contract/order is **R425**.

252.204-0001 LINE ITEM SPECIFIC: SINGLE FUNDING. (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

- (b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
- (c) WAWF access. To access WAWF, the Contractor shall--
- (1) Have a designated electronic business point of contact in the System for Award Management at https://www.acquisition.gov; and
- (2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this Web site.
- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/.
- (e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:
- (1) Document type. The Contractor shall use the following document type(s).

Cost Voucher (FAR 52.216-7; 52.216-13; 52.216-14, 52.232-7)

(Contracting Officer: Insert applicable document type(s). Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Not applicable.

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

.....

Field Name in WAWF Data to be entered in WAWF

Pay Official DoDAAC
Issue By DoDAAC
Admin DoDAAC
Inspect By DoDAAC
S5111A
Inspect By DoDAAC
Ship To Code
Ship From Code
Mark For Code
Not Applicable
Mark For Code
Not Applicable
Not Applicable

Service Approver (DoDAAC) HAA47F on all Interim Vouchers;

HAA47F & S5111A on the Final Voucher

Service Acceptor (DoDAAC) N66001 Accept at Other DoDAAC Not Applicable LPO DoDAAC

DCAA Auditor DoDAAC

Other DoDAAC(s)

Not Applicable

HAA47F

Not Applicable

- (4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.
- (5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Justin Standal, Code 41250, (619) 524-2391, justin.standal@navy.mil

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Not Applicable.

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

Supplemental Wide Area WorkFlow Payment Instructions

- (a) The following Wide Area WorkFlow (WAWF) payment instructions supplement DFARS Clause 252.232-7006.
- (b) Interim Voucher costs are to be broken down in a clear and logical manner with fully burdened cost information (inclusive of fee). Cost information shall include identification of: 1) all labor categories and individuals utilized during the billing period; 2) number of hours and fully burdened hourly labor rates (including fee) per individual*; 3) material (consumable and non-consumables) description and fully burdened costs, separated by type; 4) fully burdened travel costs itemized by trip, date and individual; 5) other fully burdened direct costs not separately identified; e.g., reproduction, cell phones, equipment rentals, etc.; 6) subcontractor costs itemized with the same level of detail; and 7) average actual hourly labor rates (total actual fully burdened labor cost/total # hrs performed).
- *In lieu of providing names of individuals, you may choose to assign an "employee code" to each individual. If the aforementioned methodology is chosen the Contracting Officer may require an employee matrix mapping the employee codes to an individual name.

Attachments created with any Microsoft Office product or Adobe (.pdf files) are to be attached to the invoice in WAWF. The total size limit for files per invoice in WAWF is 5 megabytes. A separate copy of the invoice with back-up documentation shall be emailed to the COR.

- (c) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but will submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable cost back-up documentation supporting payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF shall also be provided to each point of contact identified in section (g) of DFARS clause 252.232-7006 by email. If the invoice and/or receiving report are delivered in the email as an attachment it must be provided as an Adobe (.pdf file), Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.
- (d) A separate invoice will be prepared no more frequently than for every two weeks. Do not combine the payment claims for services provided under this contract.

(e) In accordance with DFARS 204.7104-1 Informational subline item numbers (e.g., 000101, 000102, etc) shall not be priced seperately for payment purposes. Therefore, you are reminded to bill at the CLIN level using the applicable ACRN, e.g., AA, AB, AC, etc. DFAS will reject invoices that contain informational subline items.

5252.201-9201 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (MAR 2006)

(a) The Contracting Officer hereby appoints the following individual as Contracting Officer's Representative(s) (COR) for this contract/order:

CONTRACTING OFFICER REPRESENTATIVE

Name: (b)(6) Code: 42150 Address: SSP PAC

Phone Number: (619) 524-2391 E-mail: (b)(6)

(b) It is emphasized that only the Contracting Officer has the authority to modify the terms of the contract, therefore, in no event will any understanding agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the Government. When/If, in the opinion of the Contractor, an effort outside the existing scope of the contract is requested, the Contractor shall promptly notify the PCO in writing. No action shall be taken by the Contractor unless the Procuring Contracting Officer (PCO) or the Administrative Contracting Officer (ACO) has issued a contractual change.

5252.216-9200 PAYMENT OF FIXED FEE (COMPLETION TYPE) (JAN 1989)

FIXED FEE: \$2,023.62 for CLIN 0001. The Government shall make payment to the Contractor when requested as work progresses, but no more frequently than biweekly, on account of the fixed fee, equal to (b)(4) of the amounts invoiced by the Contractor under the "Allowable Cost and Payment" clause hereof for the related period, subject to the withholding provisions of paragraph (b) of the "Fixed Fee" clause. In the event of discontinuance of the work in accordance with clause of this contract entitled "Limitation of Cost" the fixed fee shall be redetermined by mutual agreement equitably to reflect the diminution of the work performed; the amount by which such fixed fee is less than, or exceeds payments previously made on account of fee, shall be paid, or repaid by, the Contractor, as the case may be.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

CDRL

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	CDRL	2	
Attachment 1	PWS	3	28-JAN-2016
Attachment 2	Performance Requirements	1	
	Summary		